

1 language that's been discussed and in some cases
2 agreed to, and I--if you got some notion of what is
3 no longer--what still is at issue, we could focus
4 on that and maybe dispense with some other aspects
5 of this issue.

6 MR. D'AMICO: I thought that the language
7 that we were talking about we were working from
8 Verizon's language, and I'm in the same boat as
9 Don. When I look at the two columns, they look
10 pretty much the same, but it's kind of what are you
11 working from as a baseline. I thought we were
12 working from the Verizon sections and terms, so...

13 MR. MONROE: And I think you'll notice
14 that in the DPL the WorldCom language is largely
15 unnumbered because, for the most part, it's taken
16 from the Verizon proposed language, but it's not
17 apparent to me what is agreed to and what isn't
18 agreed to from the testimony because the testimony
19 is somewhat dated, so I want to focus on what is
20 still at issue, if we could figure out what that
21 is.

22 MR. EDWARDS: I think Mr. Albert has given

1 a fairly complete answer as to what he thinks is
2 agreed to and what's not. We have the overarching
3 issue that we always had with WorldCom, the fact
4 that we could never agree where to start looking at
5 language, and I think it's unfair to ask the
6 witnesses to negotiate contract language on the
7 stand.

8 MR. MONROE: I'm not asking the witnesses
9 to negotiate any language. What I would like to
10 know is what aspects of it are still at issue.

11 MR. DYGERT: I think at this point
12 Mr. Albert has identified two that are at issue.

13 Why don't you ask any questions you may
14 have on those, and if necessary--I think instead of
15 saying what's at issue at this point and just
16 leaving it open-ended, it might be more helpful to
17 go through paragraph by paragraph and see whether
18 there is agreement. Or it may be helpful for the
19 parties--for you to conduct your examination on
20 what you know is at issue at this point, and the
21 parties to convene after we are finished today and
22 hammer things out if there really is substantive

1 negotiation that needs to be continued.

2 MR. MONROE: That sounds fine. The only
3 thing that I know is at issue is what the testimony
4 says is at issue. I'm concerned that things have
5 evolved since then, and I don't want to omit any
6 matters that might be at issue here merely because
7 that wasn't illustrated in the testimony. But I
8 don't want to waste a lot of time here going
9 through it line by line, if we could avoid that.

10 MR. DYGERT: All right. Why don't you
11 discuss the sections or the issues that you know
12 are still open, and I think after that, take it off
13 line with Verizon after we finish today, if that's
14 all right.

15 MR. MONROE: Well, I guess it's all right
16 with me if that means we still have an opportunity
17 tomorrow to conduct additional cross-examination if
18 we discover there are more things at issue.

19 I would also be willing to move on to
20 another issue, and let us work off line and conduct
21 all that cross-examination one time tomorrow.

22 MR. EDWARDS: Here is where I am on this.

1 This is the opportunity to cross. If there's going
2 to be cross, let's cross. Mr. Albert identified
3 what he perceives to be the remaining issues. We
4 are making disputes where there are not disputes.

5 MR. DYGERT: Right. Are
6 there--Mr. Monroe, why don't you go ahead and
7 examine Mr. Albert on the questions that you know
8 are open at this point.

9 And I guess I'm at a loss as to exactly
10 why we are unclear about what's still at issue and
11 what's not because I have been assuming that where
12 the parties were continuing to negotiate after the
13 testimony had been filed, that there has been some
14 sort of meaningful language that's been exchanged.

15 MR. MONROE: Yes, and the latest exchange
16 that I'm aware of appears in Mr. Grieco's rebuttal
17 testimony, and it's laid out unnumbered because
18 it's not assumed that it's appearing in either
19 party's template necessarily. And this is our
20 understanding of what the language is, but we
21 haven't gotten confirmation of that from Verizon.
22 If everyone is in agreement on these things, then

1 that's fine, and we could move on. But I don't
2 know that Verizon has agreed to all of this.

3 MR. EDWARDS: The fact that it's in
4 Mr. Grieco's rebuttal testimony means that there
5 was no response filed to it. I think the
6 appropriate place to look is the two pieces of
7 testimony that Verizon filed on this issue, and
8 clearly articulates what the issues were at the
9 time. Some of those have been resolved in this
10 hearing. If they're not articulated elsewhere, I'm
11 not aware of any other disputes.

12 But I just don't think it's appropriate to
13 say, "All right, so you don't have any other
14 problem with our language." The languages are
15 virtually identical on this particular issue, and
16 as Mr. D'Amico just said, we are working from
17 Verizon language.

18 MR. MONROE: And I agree this is working
19 from Verizon language, and I just want to make sure
20 that all the changes that have been made to it are
21 acceptable to Verizon. I believe that they are,
22 but we have never established that fact. This was

1 the last language that was proposed to Verizon, and
2 it was proposed quite some time ago.

3 MR. DYGART: All right. I think at this
4 point what I would like you to do, Mr. Monroe, is,
5 like I said before, to examine Mr. Albert on
6 anything that you want to relating to these two
7 issues he's identified, and if there are other
8 things that jump out at you that appear to be open
9 issues, you are welcome to conduct
10 cross-examination on those, but for us to parse
11 through in this setting where exactly things stand
12 when that's something that is really better left to
13 discussions between the parties that I think have
14 been taking place all along, that would be a waste
15 of our time here.

16 So, why don't you go ahead with the
17 examination you need that you know you need to
18 conduct at this point. If necessary, convene with
19 Verizon afterwards. And if it appears after that
20 discussion that there are other problems that exist
21 with the language in its current form, then we will
22 give you a brief chance to discuss those tomorrow.

1 MR. MONROE: Thank you.

2 One was the 240 trunk issue.

3 MR. ALBERT: There is the 240 thing, there
4 is the aspect of does Verizon have to agree to the
5 forecast that MCI provides, our position being that
6 we don't. We are deeply appreciative and you do a
7 good job of forecasting, but there is no point to
8 having said we agreed to it.

9 The third one was related to compensation,
10 and there might have been a couple of things buried
11 within that, and that's when I zoom out and say
12 Pete, because he deals with the
13 compensation-related pieces, but I thought we still
14 had a couple of things related to compensation that
15 were apart.

16 MR. MONROE: Okay. Let's take the first
17 two, the 240 trunk issue and the agreement with the
18 forecasts. And I think I tried to touch on this
19 before but probably didn't ask the question very
20 well.

21 Those two matters are part of a separate
22 issue; is that correct? We talked about that last

1 week, the 240 trunks and the forecast.

2 MR. ALBERT: I think we had them carved
3 out under another issue. They certainly relate to
4 very important ingredients in how you do two-way
5 trunking.

6 MR. MONROE: But my point is, the
7 Commission is going to decide that issue once, and
8 I just wanted to clarify with you that it need not
9 look at that issue twice because there are special
10 cases associated with two-way trunking that are not
11 associated with one-way trunking. But if that's
12 not the case, then please clarify that.

13 MR. ALBERT: I'm not following your
14 question. I don't think there are two different
15 issues. They could deal with the 240 thing once
16 and deal with the DS1 threshold for end-office
17 trunking.

18 MR. MONROE: One time in the one issue?

19 MR. ALBERT: Yeah.

20 MR. MONROE: Great. Then on the
21 compensation, is there language that Verizon
22 proposed for that with this issue, or is that

1 another issue?

2 MR. D'AMICO: On the compensation?

3 MR. MONROE: Yes.

4 MR. D'AMICO: It's addressed in Verizon's
5 2.4.13.

6 The issue is not so much compensation, but
7 this POI IP thing. When we talked about two-way
8 trunking, that's the issue we talked about last
9 week for a couple of days, and so we use those
10 terms of POI and IP and the responsibilities
11 between the two. And if that's addressed under the
12 first issue, then that just gets kind of melded
13 back into this.

14 MR. MONROE: Okay. So, is that the same,
15 then, really as the two issues I was just talking
16 about with Mr. Albert, that the Commission need not
17 decide that matter twice and that two-way trunking
18 is not a special case?

19 MR. D'AMICO: Right. We tried to carve
20 that out and say this is kind of a global issue.
21 Once that's resolved, if kind of gets fit in with
22 the two-way trunking stuff.

1 MR. MONROE: Okay. Let's move on, then.

2 Issue IV-4, this has to do with the
3 interconnection interval. I understand from the
4 mediation and from your testimony that Verizon has
5 agree to respond within 10 days. Is the only
6 remaining issue associated with this the portion
7 dealing with environmental hazards and the
8 information that Verizon has to provide?

9 MR. ALBERT: Let me--contract negotiators?

10 MR. MONROE: While we are waiting for this
11 answer, let me ask another question on the topic.
12 Page eight of Verizon Exhibit 26, which is your
13 September 5th rebuttal, you say that Verizon will
14 provide WorldCom with relevant information
15 regarding environmental hazards; is that right?

16 MR. ALBERT: Which page?

17 MR. MONROE: Page eight.

18 MR. ALBERT: That's what we say, yes.

19 MR. MONROE: Could you tell me what you
20 mean when you say Verizon will provide relevant
21 information and how that's different from
22 information that WorldCom requests.

1 MR. ALBERT: When I read the WorldCom
2 language, I mean, I thought, as we kind of talked
3 through here a little earlier, I thought it was
4 extremely overly broad in general and had us on the
5 hook to do a wide variety of things. In the
6 testimony here where I say "relevant," I guess I'm
7 really talking about issues within Verizon's
8 central offices that as far as premise we are in
9 control of where we would meet each other, the only
10 case I could think of where that would happen is if
11 you are co-locating in central offices.

12 But as far as things that would be safety
13 and environmental issues involved with our COs,
14 there aren't a whole heck of a lot. Obviously
15 asbestos would be one case.

16 The only one I run into in real life that
17 we actually had since we have been doing
18 co-locating that I have encountered was the
19 situation where he just had with the restoration up
20 in southern Manhattan for the World Trade Center
21 disaster. Our West Street central office, which
22 was right next to the World Trade Center, basically

1 had unbelievable amounts of damage involved. There
2 are quite a few co-locators at West Street. In
3 order to go in and work even on the equipment,
4 there were air-quality issues, we had OSHA
5 involved, that we had to have the CLECs involved
6 with the environmental conditions there, especially
7 with the asbestos in the air. Basically for the
8 first few weeks, people going into the site had to
9 wear clean suits and had to have respirators.

10 Obviously, with all that, when I worked on
11 the respiration for the first three weeks it was
12 going on, to cover all that we rounded up all the
13 CLECs and went through it all, the people who
14 handle our co-location coordinate that, basically
15 arranged the visits to allow CLECs to have access
16 and arranged all the tie-ins to the safety issues
17 that were associated with going in and working at
18 the West Street central office.

19 That's the only case I run into in five
20 years that we had stuff to exchange. It's
21 conceivable with co-location because we do have
22 some materials in our central offices that do

1 contain asbestos, you could bump into them as being
2 a health or safety issue. Those are two examples
3 of main ones that I could think of.

4 MR. MONROE: Okay. Did you find out,
5 then, if the environmental information is the only
6 open issue on this one, IV-4?

7 MR. EDWARDS: Yeah, we reached agreement
8 that WorldCom would notify Verizon in writing of
9 its intent to interconnect, and Verizon would
10 acknowledge WorldCom's intent to interconnect in
11 writing within, I think, the 10 days that you
12 proposed. We had the disagreement over the
13 exchange of environmental--we had the disagreement
14 over the detailed contract language that WorldCom
15 had with respect to the exchange of environmental
16 information.

17 There was also an open issue I believe
18 regarding whether WorldCom's language would require
19 whatever information is ultimately ordered to be
20 provided within 10 days.

21 MR. MONROE: But that all has to do with
22 the environmental information; is that right?

1 MR. ALBERT: Yes.

2 MR. MONROE: Let's move to IV-5. Let me
3 direct you to Verizon Exhibit 9, your August 17th
4 direct on page 16. And in particular I'm looking
5 at lines one through six.

6 MR. D'AMICO: Page 16?

7 MR. MONROE: Yes.

8 MR. D'AMICO: It starts with "Verizon VA
9 does not object"?

10 MR. MONROE: That's right.

11 MR. D'AMICO: Okay.

12 MR. MONROE: In that section you say that
13 you would agree with WorldCom's language, if it
14 were clearer, or actually you say modified to more
15 accurately reflect what WorldCom stated at the
16 mediation, could you tell me what's not clear about
17 it or what aspect of it you think needs to be
18 modified.

19 MR. ALBERT: Is this mid-span meets?

20 MR. EDWARDS: Let me jump in here again
21 since this is negotiating language. That's exactly
22 the issue. It relates back to the issue we were

1 discussing a few minutes ago where we also
2 discussed this language having to do with trunking
3 facility augmentation, and you asked on
4 cross-examination whether--did Mr. Albert
5 understand that this language only was with respect
6 to dedicated facilities, and he said no, that's not
7 what it relates to. This is the exact same issue
8 that you raised again here.

9 And the question that was asked in the
10 testimony is whether this language is limited to
11 mid-span meets or not. If it is, we agree to it.
12 If it's not, we don't.

13 MR. MONROE: Okay. Let's move to IV-6.

14 MR. EDWARDS: Well, is it?

15 MR. MONROE: Yes, it is.

16 MR. EDWARDS: Does the contract language
17 limit it as such? Is there language that limits
18 this language to mid-span meets?

19 MR. MONROE: Well, I know you want to
20 avoid negotiating the language. If you're not
21 satisfied that it says that--

22 MR. EDWARDS: It doesn't. That's why I'm

1 asking you. Where is it?

2 MR. MONROE: Well, WorldCom will agree to
3 modify the language to make sure that it's clear on
4 that point.

5 MR. EDWARDS: All right.

6 MR. DYGERT: So, with that modification,
7 issue IV-5 is resolved between the parties?

8 MR. MONROE: Yes, I believe so.

9 MR. EDWARDS: There is also an issue with
10 respect to 1.2.5.

11 MR. MONROE: I'm sorry? What was the
12 additional issue?

13 MR. EDWARDS: Just a second. I will let
14 you know.

15 We address that issue in the testimony,
16 the direct testimony on mediation issues filed on
17 August 17, page 16.

18 MR. STANLEY: Mr. Edwards, I'm a little
19 bit confused. Are you saying the language of 1.2.5
20 of WorldCom's proposed Interconnection Agreement is
21 an independent issue from the rest of the issue in
22 IV-5? I thought that was the essential issue in

1 IV-5. If you guys were satisfied that the language
2 only applied to mid-span fiber meets, you had no
3 issue.

4 MR. EDWARDS: That's true with 1.1.6.6.

5 MR. GOYAL: But not with respect to 1.2.5?

6 MR. D'AMICO: Correct. Regardless of
7 whether it's a mid-span meet or not, we do have
8 nonrecurring charges for trunk connections.

9 MR. GOYAL: Then the issue doesn't go away
10 if it's just about mid-span fiber meets?

11 MR. D'AMICO: Correct.

12 MR. STANLEY: Okay.

13 MR. MONROE: Well, let's talk about that
14 for just a second. On page 16 where Mr. Edwards
15 was just referring me, I think your testimony says
16 that you don't bill separately for recurring trunk
17 charge, but you do charge a nonrecurring trunk
18 charge for trunks over interconnection facilities.
19 Is that what you're saying?

20 MR. D'AMICO: Yes.

21 MR. MONROE: And this is for the trunk
22 port that terminates in the Verizon switch; is that

1 correct?

2 MR. D'AMICO: It's a connection charge,
3 sure.

4 MR. MONROE: What's being connected?

5 MR. D'AMICO: The trunk into the switch.

6 MR. MONROE: And the trunk--this is the
7 trunk in the Verizon switch; is that correct?

8 MR. D'AMICO: Yes.

9 MR. MONROE: And that trunk port in the
10 Verizon switch is always on Verizon's side of the
11 POI; is that correct?

12 MR. D'AMICO: Again, if you're talking,
13 this will be a WorldCom trunk into the Verizon, so
14 the WorldCom POI would be wherever it would be and
15 then would come into the Verizon switch.

16 So, in that respect, the Verizon POI is
17 not appropriate.

18 MR. MONROE: Well, I guess--can you
19 explain why that's true.

20 MR. D'AMICO: Again, you're talking trunks
21 from WorldCom to Verizon to deliver traffic from
22 WorldCom to Verizon. So, WorldCom is going to have

1 a POI at either their switch or in a cage or
2 somewhere, and then the trunks are going to go into
3 the relative Verizon--to either tandem or end
4 office. To connect those trunks to that switch,
5 there are nonrecurring charges.

6 MR. MONROE: I think the example you just
7 gave illustrates that the port is always on the
8 Verizon side of the POI, though; isn't that true?

9 MR. D'AMICO: The Verizon side of the MCI
10 POI, if you want to say it that way, yeah.

11 MR. MONROE: Okay. And assuming we're
12 going to use two-way trunks, the trunks you
13 referred to as WorldCom trunks, there are really
14 trunks that both apparently are using; is that
15 right?

16 MR. D'AMICO: Yes.

17 MR. MONROE: So, there would be a
18 connection at the WorldCom switch, as well?

19 MR. D'AMICO: Yes.

20 MR. MONROE: Then in that case would
21 Verizon propose paying WorldCom to connect that
22 trunk?

1 MR. D'AMICO: Well, I'm not sure we ever
2 talked about that.

3 The way this issue was tee'd up was when
4 WorldCom trunks are put into Verizon switches,
5 there are nonrecurring charges. If there's two-way
6 trunks, those nonrecurring charges would be split
7 in half.

8 MR. MONROE: When you say "split in half,"
9 do you mean they would offset each other or half as
10 much as they would have been otherwise?

11 MR. D'AMICO: Half as much. If it's a
12 one-way trunking environment and WorldCom wants a
13 hundred trunks, there's going to be nonrecurring
14 charges for those 100 trunks that Verizon is
15 installing. If there are two-way trunks and say
16 there's 200, then we are only going to bill for
17 half of that, because they're two-way trunks.

18 MR. MONROE: Is that 50 percent factor
19 based on the fact that only one end terminates at
20 Verizon, or because you're assuming you're only
21 using half the trunks?

22 MR. D'AMICO: Because Verizon is using

1 half of those trunks to deliver its traffic.

2 MR. MONROE: Without regard to the actual
3 proportion of traffic in each direction?

4 MR. D'AMICO: Right.

5 MR. MONROE: And then you don't know
6 whether or not Verizon would propose that WorldCom
7 charges Verizon for trunk port nonrecurring
8 charges; is that right?

9 MR. D'AMICO: Well, I guess if WorldCom
10 was performing the same function we would have to
11 take a look at that.

12 MR. MONROE: Do you have any reason to
13 believe that WorldCom is not performing that
14 function?

15 MR. D'AMICO: I don't know how what you do
16 on your end.

17 MR. MONROE: WorldCom has to have a switch
18 and port and switch to switch the traffic; isn't
19 that right?

20 MR. D'AMICO: Yes.

21 MR. MONROE: Now let's go to issue IV-6.

22 I'm going to make a reference to your

1 original answer, but before I direct you to it, let
2 me ask you if this is still your position because
3 it's been a while since you filed your answer.

4 You say that WorldCom appears to eliminate
5 the two-way trunking requirement for access toll
6 connecting trunks, and I can refer you to that if
7 you need to look at it, but do you know if that is
8 still Verizon's position that WorldCom does, in
9 fact, propose one-way trunking for toll?

10 MR. D'AMICO: Verizon's position is that
11 those access toll connecting trunks should be
12 two-way. I'm not sure if WorldCom agrees with us
13 or not.

14 MR. MONROE: Well, let me point you to 127
15 in the DPL.

16 MR. D'AMICO: Okay.

17 MR. MONROE: And this one actually starts
18 on 126, but the 127 is the first page that has
19 WorldCom's proposed language on it. The first
20 sentence in 1.4.1 says, (reading) The parties shall
21 establish two-way trunk groups for the joint
22 provision in feature group B and feature group D.

1 And I won't continue with the sentence,
2 but WorldCom does propose two-way trunking; is that
3 your understanding?

4 MR. D'AMICO: That's a good thing. We are
5 in sync.

6 MR. MONROE: All right.

7 I think you also mentioned in your answer
8 that feature group B should not be addressed
9 because it's not used for local interconnection; is
10 that right?

11 MR. D'AMICO: Yes, but that was a timing
12 thing. We have since resolved that.

13 MR. MONROE: Does that mean you are now in
14 agreement that it should be and could be included?

15 MR. D'AMICO: Yes.

16 MR. MONROE: Now let me point you to
17 Verizon 26, which is your September 5th rebuttal,
18 and I'm on pages 16 and 17.

19 MR. D'AMICO: Pages 16, 17, okay.

20 MR. MONROE: It's mentioned in the three
21 paragraphs that start on the bottom of page 16 and
22 then continue. You got some discussion there on

1 how MECAB and MECOD guidelines should not be
2 mentioned in language addressing the meet-point
3 trunking; is that right?

4 MR. D'AMICO: Yes.

5 MR. MONROE: Specifically you're saying
6 that WorldCom is combining unrelated subjects, and
7 the language shouldn't be included because it might
8 lead to confusion and ambiguity later; is that
9 right?

10 MR. D'AMICO: Yes.

11 MR. MONROE: The one sentence that I think
12 WorldCom is proposing that mentions MECAB and MECOD
13 says, (reading) The meet-point billing percentages
14 for each new rating point/access tandem pair will
15 be calculated in accordance with MECAB and MECOD
16 guidelines.

17 MR. D'AMICO: What page are you on on that
18 section?

19 MR. MONROE: I'm on my notes.

20 MR. EDWARDS: It's 127 and 128 of the
21 JDPL.

22 MR. MONROE: And it's that Section 1.4.3,

1 the last sentence.

2 MR. D'AMICO: Subject to check, because we
3 have done a lot of going back and forth on this
4 section, I think we are okay with that. But I
5 would have to go back through all the notes.

6 MR. MONROE: As you sit here today,
7 there's nothing ambiguous or confusing about it; is
8 that right?

9 MR. D'AMICO: I'm just trying to see if we
10 had an addition to that that would help clarify it.
11 But no, as that is a stand-alone, that's not
12 confusing, but I think we wanted to put some
13 additional language that--of how these percentages
14 were calculated.

15 MR. MONROE: Well, I think you got
16 something on that in another issue.

17 MR. D'AMICO: Okay. That's the problem.
18 These kind of bleed together here.

19 MR. MONROE: You don't believe there is a
20 problem with that particular sentence, though?

21 MR. D'AMICO: Subject to check, no.

22 MR. MONROE: Okay. Then back on page 17

1 of your September 5th rebuttal, you mention that
2 WorldCom should pay Verizon's access tariff rates
3 for trunks used to provide access services to
4 third-party interexchange carriers; is that right?

5 MR. D'AMICO: Yes, but what was that page
6 again?

7 MR. MONROE: I think it's 17. It's lines
8 19 and 20.

9 MR. D'AMICO: Yes.

10 MR. MONROE: And does it mean that it's
11 Verizon's position that WorldCom is not permitted
12 to buy dedicated transport as a UNE from Verizon
13 and then use that dedicated transport between
14 WorldCom and the interexchange carrier?

15 MR. D'AMICO: There's two aspects of that:
16 One is what is the appropriate way to purchase UNE
17 IOF; and then the second part of that is, are there
18 any commingling issues associated with UNE IOF. I
19 can't address the commingling issues with UNE IOF,
20 but if WorldCom orders an access facility for
21 access toll connecting trunks, then access rates
22 should apply.